SUPERIOR COURT OF CALIFORNIA,

COUNTY OF LOS ANGELES

FILED
SEP 09 1991
James H. Dempsey, Clerk
/s/ R. Hernandez, Deputy

GARY LEHTO
Plaintiff(s)
vs.
ALLSTATE INSURANCE COMPANY, et al.,
Defendant(s)

Case Number C 682 570

JUDGMENT ON VERDICT IN OPEN COURT

This action came on regularly for trial on July 31, 1991, in Department 23 of the Superior Court, the Honorable LILLIAN M. STEVENS Judge Presiding; the plaintiff appearing by attorney(s) MAZURSKY, SCHWARTZ & ANGELO by: Christopher E. Angelo and the defendants(s) appearing by attorneys(s) ERVIN, COHEN & JESSUP by: Gregory M. MacGregor and Deborah A. Berthel

A jury of 12 persons was regularly impaneled and sworn. Witnesses were sworn and testified. After hearing the evidence and arguments of counsel, the jury was duly instructed by the Court and the cause was submitted to the jury with directions to return a verdict on special issues. The jury deliberated and thereafter returned into court with its verdict consisting of the

special issues submitted to the jury and the answers given thereto by the jury, which said verdict was in words and figures as follows, to-wit:

TITLE OF COURT AND CAUSE

"WE, THE JURY FIND IN FAVOR OF PLAINTIFF GARY LEHTO AND AGAINST DEFENDANT ALLSTATE INSURANCE COMPANY AND AWARD DAMAGES IN THE AMOUNT OF $ 3.5 MILLION."

Dated: 9-9-91 /a/Mariana Ponce, Foreperson of the jury

SPECIAL FINDINGS WITH GENERAL VERDICT

Question No. 1:

Did the defendant, Allstate Insurance Company, breach or fail to comply with its implied covenant of good faith and fair dealing to Israel Carbajal:

Answer: (X) YES OR ( ) NO

Quesion No. 2:

If so, did Israel Carbajal suffer any damages, injury, loss, or harm as a legal result of Allstate's breach of its implied covenant of good faith and fair dealing to Israel?

Answer: (X) YES OR ( ) NO

Queston No. 3:

Did the defendant, Allstate Insurance Company, breach or fail to comply with its implied covenant of good faith and fair dealing to Raul Carbajal?

Answer: (X) YES OR ( ) NO

Question No. 4:

If so, did Raul Carbajal suffer any damages, injury, loss, or harm as a legal result of Allstate's breach of its implied covenant of good faith and fair dealing to Raul?

Answer: ( ) YES OR (X) NO

Question No. 5:

Did the defendant, Allstate Insurance Company, breach its statutory duty to Gary Lehto to attempt in good faith to effectuate a prompt, fair and equitable settlement of his claim once liability became reasonably clear?

Answer: (X) YES OR ( ) NO

Question No. 6:

If so, did Gary Lehto suffer any damage, injury, loss, or harm as a result?

Answer: (X) YES OR ( ) NO

WHEREFORE, by virtue of the law, and by reason of the premises aforesaid, it is ordered, adjudged, and decreed that said Plaintiff, GARY LEHTO, have and recover from said Defendant, ALLSTATE INSURANCE COMPANY, the sum of $ 3.5 MILLION with interest at the rate of ten per cent per annum from the date of the verdict until paid together with costs and disbursements amounting to the sum of $_____:

DATED _____

_____
Judge of the Superior Court